



San Mateo  
County  
Libraries

**San Mateo County Libraries**

REQUEST FOR PROPOSALS

FOR

**Digital eBooks and Audiobooks**

Release date: April 10, 2025

Responses due: May 12, 2025, by 5:00 p.m. PST

# SAN MATEO COUNTY LIBRARIES

## REQUEST FOR PROPOSALS

### **Digital Books and Audiobooks**

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## **Statement of Intent**

San Mateo County Libraries Joint Powers Authority (“Library JPA”) seeks proposals from qualified firms in response to this Request for Proposals for the provision of eBooks and eAudiobooks across all genres and subject areas, languages, and age groups, for San Mateo County Libraries. The required services and performance conditions are described in the Nature of Services Required and Deliverables.

## **Nature of Services Required**

San Mateo County Libraries seeks a firm that offers the following:

- A comprehensive selection of eBooks and eAudiobooks, across all genres and subject areas, languages, and age groups, aligned with the objectives of our [Material Selection Policy](#).
- Access to multiple formats across various devices that support the goals of our [Material Selection Policy](#).
- An intuitive, cross-platform discovery solution that allows seamless access to eBooks and eAudiobooks.
- MARC records or an API for straightforward integration into our catalog system.
- Detailed usage statistics through a user-friendly interface, complete with export features for further analysis.
- Maximize access to content by leveraging consortium partnerships with regional libraries, enhancing efficiency and enriching our selection.
- Provide flexible licensing options, including no-wait access, with content selection models that balance consortium-wide return on investment with local preferences, ensuring a well-rounded mix of perpetual access, short-term licensing, and demand-driven options in a consortial environment.
- The ability to define and manage digital book lending policies, ensuring controlled access and usage of digital materials.
- Media file previews to assist selectors in evaluating the value of potential titles before acquisition.
- A seamless, high-quality user experience that is responsive and accessible across platforms, including browser-based access, integration with the library’s catalog search interface, and a user-friendly mobile app.
- A user-friendly design that is aesthetically pleasing, ADA-compliant, and intuitive, with clear labels and easy navigation.
- Multilingual user interface options, accommodating a diverse range of users.
- Audiobooks with built-in accessibility features to support blind and visually impaired users.
- Comprehensive backend user administration tools for library staff to manage user access, materials, and system settings.
- Continuous training and support for library staff and users, ensuring ongoing engagement and effective use of the platform.
- An agreement to not collect the following personal data about users:
  - First name and last name
  - Address, state, ZIP code, city

- Date of birth
- Bank account information
- Passport or national ID card
- Bank card statement
- Other information linking user to an address
- An agreement to not use patron data for marketing or advertising purposes, nor to share with third parties or artificial intelligence (AI) tools.

### **Other Background**

The Library JPA operates thirteen community libraries, a Bookmobile, a Makermobile, and an administrative facility. Established in 1912 as a Special District County Free Library governed by the County Board of Supervisors, in 1999, the Joint Powers Authority was formed and is comprised of the cities of Atherton, Belmont, Brisbane, East Palo Alto, Foster City, Half Moon Bay, Millbrae, Pacifica, Portola Valley, San Carlos, Woodside, and the County of San Mateo. The Library JPA is governed by a board consisting of representatives from each member entity. Oversight responsibility, the ability to conduct independent financial affairs, approve budgets, sign contracts, and otherwise influence operations and account for fiscal matters is exercised by the Governing Board.

San Mateo County Libraries has 153 full and part-time permanent staff members and approximately 175 extra-help seasonal staff. Under the terms of the Library JPA Agreement, staff are County employees. The Library JPA's fiscal year begins on July 1<sup>st</sup> and ends on June 30<sup>th</sup>. More detailed information about the Library JPA can be found on our webpage at [smcl.org](http://smcl.org) (select About Us, Organization, JPA Governing Board).

The [Material Selection Policy](#) states that the San Mateo County Libraries is committed to meeting the informational and recreational needs of the entire community by acquiring and maintaining materials that represent a wide range of individual thought, expression, and achievement, as well as contemporary issues. The Library supports free access to all ideas, upholding the American Library Association's Library Bill of Rights. To ensure equitable access, San Mateo County Libraries does not charge late fines, aiming to eliminate financial barriers and promote inclusion. Materials are selected based on their ability to meet community needs, with consideration for availability, cost, and format. The Library ensures diverse perspectives are represented and does not exclude materials due to content that may be offensive to some. Withdrawals from the collection are made thoughtfully, considering the material's condition, relevance, and usage

### **Request for Proposals Schedule of Events**

The Request for Proposals (RFP) schedule represents the best estimate of the timeline that shall be followed. The Library JPA reserves the right, at its sole discretion to adjust this schedule as it deems necessary.

1.	Library Issues RFP	April 10, 2025
2.	Deadline for Comments	April 22, 2025
3.	Library Issues Responses to Comments	April 29, 2025
4.	Deadline for Submitting a Proposal	May 12, 2025
5.	Library Completes RFP Proposal Evaluation	May 22, 2025
6.	Anticipated Contract Start Date	July 1, 2025

#### **Contract Duration**

The Library JPA intends to enter into a five-year (5) year contract beginning July 1, 2025, with an annual reevaluation under the same terms and conditions. The form of contract the prevailing proposer must be willing to execute is attached hereto as Attachment A.

#### **Submitting a Project Proposal**

This RFP seeks the submission of proposals to provide services from any and all interested and qualified proposers. Proposers must be able to show that they are capable of performing the services requested. Such evidence includes, but is not limited to, the respondent's demonstrated competency and experience in delivering services of a similar scope and type.

By submitting a proposal, each proposer certifies that its submission is not the result of collusion or any other activity which would tend to directly or indirectly influence the selection process. The proposal will be used to determine the proposer's capability of rendering the services to be provided. The failure of a proposer to comply fully with the instructions in this RFP may eliminate its proposal from further evaluation as determined at the sole discretion of the Library JPA. The Library JPA reserves the sole right to evaluate the contents of proposals submitted in response to this RFP and to select a contractor, if any.

If changes to the RFP are warranted, they will be made in writing, clearly marked as addenda to the RFP, and posted to the website ([smcl.org](http://smcl.org)). It is the responsibility of each proposer to check the website ([smcl.org](http://smcl.org)) for changes and/or clarifications to the RFP prior to submitting a response. A proposer's failure to do so will not provide a ground for protest.

Costs for developing proposals are entirely the responsibility of the proposer and shall not be charged to the Library JPA or otherwise reimbursed by the Library JPA. The RFP and all materials submitted in response to this RFP will become the property of the Library JPA.

Project proposals must be received by San Mateo County Libraries by May 12, 2025, at 5:00 pm PST. Please refer to "Proposal Submission Requirements" for additional instruction. Proposals should be delivered via email: Carine Risley, Deputy Director, at [risley@smcl.org](mailto:risley@smcl.org) with the email subject line Digital Books and Audiobooks RFP May 12, 2025.

Proposals received late will not be opened or given any consideration for the proposed services unless doing so is deemed to be in the best interest of the Library, as determined at the sole discretion of the Library.

#### **Communication Regarding the RFP**

Upon release, all communications concerning this RFP must be directed to Carine Risley, Library Deputy Director. Unauthorized contact regarding the RFP with other Library employees may result in disqualification. Written comments and/or questions should be submitted by email to [risley@smcl.org](mailto:risley@smcl.org) by April 22, 2025. The Library shall respond in writing and reserves the right, at its sole discretion, to determine appropriate and adequate responses to written comments, questions, and requests for clarification. Responses will be posted on the Library's website ([smcl.org](http://smcl.org)) by April 29, 2025.

#### **Contract Award Not Guaranteed**

The RFP and selection processes do not obligate the Library JPA and do not create rights or claims of entitlement in the apparent best evaluated proposer. Contract award shall commence only after the contract is signed by the Contractor and by Library JPA officials as required by regulations to establish a legally binding contract.

#### **Public Records Act**

Government Code Sections 6550 *et seq.*, the California Public Record Act, defines a public record as any writing containing information relating to the conduct of the public business. The Public Record Act provides that public records shall be disclosed upon written request and that any citizen has a right to inspect any public record unless the document is exempted from disclosure.

Be advised that any contract that eventually arises from this RFP is a public record in its entirety. Also, all information submitted in response to this RFP is itself a public record without exception. Submission of any materials in response to this RFP constitutes a waiver by the submitting party of any claim that the information is protected from disclosure. By submitting materials, (1) you are consenting to release of such materials by the Library JPA if requested under the Public Records Act without further notice to you and, (2) you agree to indemnify and hold harmless the Library JPA for release of such information.

If the Library JPA receives a request for any portion of a document submitted in response to this RFP, the Library JPA will not assert any privileges that may exist on behalf of the person or entity submitting the proposal, and the Library reserves the right to disclose the requested materials without notice to the party who originally submitted the requested material. To the extent consistent with the Public Records Act and applicable case law interpreting those provisions, the Library JPA and/or its officers, agents, and employees retain discretion to release or withhold any information submitted in response to this RFP.

Submission of a proposal constitutes a complete waiver of any claims whatsoever against the Library JPA and/or its officers, agents, or employees that the Library JPA has violated a proposer's right to privacy, disclosed trade secrets, or caused any damage by allowing the proposal to be inspected.

### **Proposal Evaluation**

All proposals received will be evaluated by an RFP Evaluation Committee. During the evaluation process, the Library JPA may require a proposer's representative to answer specific questions orally and/or in writing. The most qualified individual or firm will be selected based on the overall strength of each proposal. The evaluation is not restricted to considerations of any single factor, such as cost. The Library JPA reserves the right to negotiate with any provider in working to finalize an agreement. Refusal to engage in prompt negotiations, or refusal to negotiate in good faith, may result in Library JPA selection of a different proposer, at Library's sole discretion.

The criteria used as a guideline in the evaluation will include, but not be limited to, the following:

- Qualifications and experience, including capability and experience of key personnel and experience with other public agencies to provide similar services in the State of California
- Proposed approach, including clarity of understanding of the scope of services to be provided and appropriateness of the proposed solution/services

- History of successfully managing other contracts with public agencies, County Free Libraries and Joint Powers Authorities
- Ability to meet any required timelines or other requirements
- Claims and violations against you or your organization and/or claims you have made against public entity clients
- Cost to the Library JPA for the primary services described by this RFP
- References
- Proposer's willingness to accept the terms of our standard form of agreement, which will be used as the basis for the resulting contract.

The Library JPA may consider any other criteria it deems relevant, and the Evaluation Committee is free to make any recommendations it deems to be in the best interest of the Library JPA. Inaccuracy of any information supplied within a proposal or other errors constitute grounds for rejection of the proposal. However, the Library JPA may, at its sole discretion, correct errors or contact a proposer for clarification.

Note that the Library JPA reserves the right to evaluate proposals solely based on each vendor's written submission. In relation to written materials, evaluation will be performed only on the material included directly in the proposal itself unless otherwise indicated or requested by the Library JPA. The evaluation team will not access company web sites or read sales brochures, marketing materials, or white papers in evaluating vendor experience or proposed methodology unless doing so is in the Library JPA's best interest. You may submit additional materials or reference on-line information in your proposal if you wish, but these will not necessarily be considered during the proposal evaluation process.

### **Notice to Proposers**

The Library JPA is not required to give notice to proposers in any specific format or on any particular timeline. At some point prior to execution of a final agreement for the requested services, the Library JPA will notify those who submitted proposals of their non-selection. Proposers may be notified at different times depending on the needs of the Library JPA.

### **Protest Process**

If a proposer desires to protest the selection decision, the proposer must submit by email a written protest within five (5) business days after the delivery of the notice about the decision. Protests received after the deadline will not be accepted. Protests must be in writing and must state all the specific ground(s) for the protest. A protest that merely addresses a single aspect of the selected proposal (for example, comparing the cost of the selected proposal in relation to the non-selected proposal) is not sufficient to support a protest. A successful protest will include sufficient evidence and analysis to support a conclusion that the selected proposal, taken as a whole, is an inferior proposal.



The RFP Coordinator will respond to a protest within ten (10) business days of receiving it. The decision of the RFP Coordinator will be final. The protest letter must be sent by email to: Carine Risley, Library Deputy Director, [risley@smcl.org](mailto:risley@smcl.org)

### **Administrative Requirements**

A written Agreement using the Library's standard format (sample attached) showing required material terms will be finalized between the Library and Contractor containing the terms and conditions of the selected proposal between the two parties. Proposers which cannot accept any of the terms in the sample attached agreement should explicitly note such exceptions in their proposals. Proposals will be evaluated based upon willingness to accept sample contract terms.

If the services being requested will require you or your employees to travel to the Bay Area, and if the Library JPA opts to permit travel expenses to be reimbursed, there are some general guidelines regarding reimbursement rates that will apply. In general, the following restrictions should be kept in mind: reimbursement for the actual cost of lodging, meals, and incidental expenses ("LM&I Expenses") is limited to the then-current Continental United States ("CONUS") rate for the location of the work being done, as set forth in the Code of Federal Regulations and as listed by the website of the U.S. General Services Administration (available online by searching [www.gsa.gov](http://www.gsa.gov) for the term 'CONUS'); airline and car rental travel expenses ("Air & Car Expenses") are limited to reasonable rates obtained through a cost-competitive travel service (for example, a travel or car-rental website), with air travel restricted to coach fares and car rental rates restricted to the mid-level size range or below; and certain other reasonable travel expenses ("Other Expenses") such as taxi fares, parking costs, train or subway costs, etc. may be reimbursable on an actual-cost basis. You should not assume that the Library will permit travel from the Bay Area to be reimbursed, and your proposal should include such travel costs, if applicable. Travel costs should be minimized or eliminated in order for a proposal to be competitive.

### **Proposal Submission Requirements**

All proposals prepared should have consecutively numbered pages, including any exhibits, charts, or other attachments.

Provide a one-page cover letter on your letterhead which includes the address, phone numbers, and e-mail address of the contact person or persons and an indication of who is authorized to represent the proposer in negotiations. Unless the proposer is an individual, all proposals must be signed with a firm/company/partnership/entity name and by a responsible officer or employee indicating that officer or employee's authorization to commit the proposer to the terms of the proposal. Obligations assumed by such signature must be fulfilled.

The proposer should be sure to include all information that it feels will enable the Library JPA to make a decision. Failure of the proposer to provide specific, detailed information may result in its proposal being rejected in favor of a sufficiently detailed proposal.

Please ensure that your proposal is uses the following sections:

**Section 1 Proposer Qualifications and Experience:**

All respondents must provide the following information and should disclose the office, location, and staff that will be providing services to San Mateo County Libraries:

- Affirmation that the office has successfully completed two or more engagements of similar agencies such as governments or libraries. List two of the agencies where similar services were performed by the proposer. A list of proposer staff that provided the services and a short description of the services provided.
- Proposals shall include a statement by the firm as to its plans and commitments relative to providing a continuity of personnel. The Library reserves the right to request replacement of any members of the consultant’s team prior to and during the course of the contract if circumstances warrant, and similarly, the Library requests that it be notified, in advance, of any changes made by the consultant concerning the make-up of the consultant’s team after work has begun.
- Provide information regarding the number, qualifications, experience and training of specific staff to be assigned to this work.

**Section 2 Specific Approach:**

Provide the following information on the proposer’s approach:

- Provide a straightforward, concise description of the consultant’s capabilities to satisfy the requirements of the RFP.
- Submit a work plan with a timeline to accomplish the scope of the RFP. The work plan should include time estimates for each significant segment of the work and the level of staff to be assigned. Where possible, individuals should be named and their titles provided. The work plan should list outcomes to be accomplished.

Vendors submitting proposals to the Library should complete the chart below and attach a copy of their user privacy policy.

Description	Yes or No	Vendor Notes
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Comprehensive selection of eBooks and eAudiobooks		
Content available is in all languages and suitable for all age groups		
Access to multiple formats across various devices		
Intuitive, cross platform discovery solution that allows seamless access to eBooks and eAudiobooks		
MARC records for straightforward integration into our catalog system		
Detailed usage statistics through a user-friendly interface with export features		
Maximize access to content by leveraging consortia partnerships with regional libraries		
Ability to define and manage digital book lending policies		
Seamless, high-quality user experience that is responsive and accessible across platforms		
User-friendly design that is aesthetically pleasing, ADA-compliant, and intuitive		
Multilingual user interface options		
Audiobooks with built-in accessibility features to support blind and visually impaired users		
Comprehensive backend user administration tools		
Continuous training and support for library staff and users		
Agreement to not collection personal data about users (first name and last name, address, state, ZIP code, city, date of birth, bank account information, passport or national ID card, bank card statement, and other information linking user to an address)		
Agreement to not use patron data for marketing or advertising purposes, nor to share with third parties or artificial intelligence (AI) tools.		
Agreement to accept net-30 terms, with invoices paid within 30 days of receipt of all items.		

## Vendor User Privacy Policy

**[INSERT VENDOR USER PRIVACY POLICY HERE]**

**Section 3 Cost to the Library JPA for Primary Services:**

Provide a detailed explanation for all costs associated with providing the requested services. The proposal should contain all pricing information relative to performing the work as described in this RFP. The total all-inclusive maximum price is to contain all direct and indirect costs including all out-of-pocket expenses. These prices will not be considered a firm fixed contract.

If there is work the proposer is recommending outside of the scope of this contract, cost for those services shall be identified separately and included.

Progress payments will be made on the basis of work completed during the course of the engagement and out-of-pocket expenses incurred in accordance with the cost proposal. Interim billings shall cover a period of not less than a calendar month. Please state briefly any qualifications you may have regarding your proposed fees (e.g., out of pocket expenses, fee increases, extraordinary services, etc.).

If it should become necessary for the Library JPA to request the proposer to render any additional services to either supplement the services requested in this RFP or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the Library JPA and the Contractor. Any such additional work agreed to between the Library JPA and the firm shall be performed at the same rates set forth in the schedule of fees and expenses included in the proposal.

**Section 4       References:**

List at least three business references for which you have recently provided similar services, preferably from JPA's, library systems or public agencies. Include contact names and phone numbers for all references provided.

**Section 5 Claims and Violations Against Your Organization:**

Please list any current violations or claims against you/your organization and those having occurred in the past five years, especially those resulting in claims or legal action against you. Similarly, please list any claims you have made against public entity clients within the past five years, and identify the entity claimed against and the outcome.

**Section 6        Statement of Compliance with Library Contractual Requirements:**

A sample of the Library JPA's standard contract accompanies this RFP. Each proposal must include a statement of the proposer's commitment and ability to comply with each of the terms of the Library JPA's standard contract. In addition, the proposer should include a statement that it will agree to have any disputes regarding any contract venued in San Mateo County or the Northern District of California. Proposals must advise the Library JPA of any objections to any terms in the Library JPA's contract template and provide an explanation for the inability to comply with the required term(s). If no objections are stated, the Library JPA will assume the proposer is prepared to sign the Library JPA contract as-is.

Please note that the sample standard contract that accompanies this RFP is a template and does not constitute the final agreement to be prepared for the provider that is selected. Please do not attempt to insert missing information and/or complete the sample contract. Once a provider is selected, the Library JPA will work with the selected provider to draft a provider-specific contract using the template. However, each proposal should address the general terms of the standard contract as outlined in the accompanying template.

## Attachment A – Sample Agreement

Agreement Number: 37000-XX-DXXX

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between XXXXXXXX, hereinafter called "Contractor", and San Mateo County Libraries, 125 Lessingia Court, San Mateo, CA 94402, hereinafter called "Library."

IT IS AGREED that the Contractor for and in consideration of the covenants, conditions, agreements and stipulations of the Library hereinafter expressed does hereby agree to furnish to the Library services and materials as follows and/or as described on exhibits attached to and incorporated herein and thereby made part of this Agreement.

Contractor will provide to the Library the following materials and/or services: See Exhibit A.

CONTRACT PERIOD will be from X to X unless terminated earlier under the terms of the Agreement. The Agreement for services as described in Exhibit A is for a X (#) year period.

COMPENSATION AND PAYMENT SCHEDULE: The Library will pay Contractor for materials and services as described in Exhibit A and Exhibit B and upon receipt of approval of invoices when submitted. The Library will pay Contractor for services performed herein a total of Dollar Amount (\$XX,XXX). Library reserves the right to withhold payment if the Library determines that the quantity or quality of the work performed is unacceptable. In no event shall total payment for services under this Agreement exceed \$XX,XXX.

Payments are sent to:

Company

Attn.

Address

Address

Phone #

Invoices are to be submitted to:

San Mateo County Libraries

Attn. Manager Name

125 Lessingia Court

San Mateo, CA 94402

(650) 312-5326

ADDITIONAL PROVISIONS set forth on pages 2-3 and Exhibits A and B hereof constitutes a part of this Agreement.

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date and year first above written.

CONTRACTOR

SAN MATEO COUNTY LIBRARIES JPA

Contractor Signature/ Date

Director of Library Services Signature/ Date

Contractor Tax I.D. Number

Chair, JPA Governing Board Signature/ Date

Address

ADDITIONAL PROVISIONS

- Contractor agrees that the work/services performed under this Agreement are performed as an independent contractor and that its officers and employees do not become employees of the Library nor are they entitled to any of the rights, privileges, powers or advantages of Library employees.
- 
- Contractor shall indemnify and defend Library, its officers and employees from any and all claims, damages, and liability in any way occasioned by or arising out of the performance of this Agreement, including but not limited to those resulting from the concurrent negligence of Library, its officers or employees.
- 
- Contractor agrees and understands that the Library does not provide Workers' Compensation Insurance to, or on behalf of, the Contractor for the work/services to be performed and that the Library will not withhold Federal or State Income Taxes from monies due the Contractor for work/services performed, but that said taxes are the sole responsibility of Contractor. Contractor shall provide necessary Workers' Compensation Insurance at Contractor's own cost and expense.
- 
- As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage or more and providing notice to all Covered Employees and Subcontractors as required under the Ordinance. The Library has the power to audit Contractor in order to monitor compliance.
- 
- The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all operations under this Agreement, whether such operations be by himself/herself or by any subcontractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than \$1,000,000. All contractors performing work/services with the County Library must have a minimum of \$1,000,000 general liability insurance, \$1,000,000 auto insurance, and, to the extent legally required, statutory workers' compensation insurance, and the County Library must be named as an additional insured by insurer-issued written endorsement, a copy of which shall be provided to the Director of Library Services prior to initiation of work by contractor. Carrier's liability insurance at \$0.60 per pound, per item will also be provided.
- 
- Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of Library, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this Agreement.
- 
- Library may, at any time from execution of Agreement, terminate this Agreement, in whole or in part, for the convenience of the Library, by giving written notice specifying the effective date and scope of such termination. Termination shall be effective on a date not less than thirty (30) days from notice. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the Library and shall be promptly delivered to the Library. In the event of termination, Contractor shall be paid for all work satisfactorily performed until termination, except where the Library determines the quality or quantity of the work performed is unacceptable. Such payment shall be that portion of the full payment, which is determined by comparing the work/services completed to the work/services required by the Agreement.
- 
- Contractor shall obtain any license, permit, or approval if necessary from any agency whatsoever for the work/services to be performed at Contractor's own expense, prior to commencement of said work/services or forfeit any right to compensation under this Agreement.
- 
- No alteration or variation of terms of this agreement shall be valid unless made in writing and signed by both parties hereto.
- 
- No person shall illegally be excluded from participation in, denied the benefits of, or be subjected to discrimination under this Agreement on account of their race, creed, color, sex, sexual orientation, age, disability or national origin. Contractor shall ensure full equal employment opportunity for all employees under this Agreement.
- 
- Contractor shall maintain all records related to this Agreement for no less than three (3) years after the Library makes final payment

or after termination of this contract and all other pending matters are closed. All records shall be subject to the examination and/or audit by agents of the Library, the State of California and/or Federal grantor agencies.

- This Agreement, including Exhibit "A" and Exhibit "B" attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the Library Director. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. This Agreement, or facsimile proposal of the Agreement, constitutes the entire Agreement between Library and Contractor. Further, liability referenced to in section 4 is limited to Contractor's negligence during the Contractor's performance under this contract.
- This Agreement, including any exhibits, shall for all purposes be deemed subject to the laws of the State of California, and in the event of a lawsuit concerning this Agreement shall be venued in the County of San Mateo. Provided, however, any dispute between the parties regarding their respective rights and duties hereunder shall be resolved through binding arbitration pursuant to Code of Civil Procedure section 1280 et seq., with the non-prevailing party responsible for the arbitrator's fee but in all other respects with each party bearing its own costs and attorneys fees.



